

11/22/2006

Agreement_____

COOPERATIVE AGREEMENT BONANZA TRAIL

This Agreement is made and entered into this _____ day of _____, _____, by and between the State of Nevada, Department of Transportation, hereinafter called the "DEPARTMENT", and the City of Las Vegas, a municipal corporation, hereinafter called the "CITY. "

WITNESSETH:

WHEREAS, STATE and CITY are empowered to reconstruct, improve, repair and maintain roadways within their respective jurisdictions;

WHEREAS, pursuant to NRS 277.180, the parties are authorized to enter into a cooperative agreement providing for the transfer of the responsibility for the reconstruction, improvement, repair and maintenance by the STATE of certain designated roadways within and under the jurisdiction of CITY; and

WHEREAS, in the interest of obtaining equity in the State system of roadways, STATE has agreed pursuant to the terms of this Agreement to assume the responsibility for the reconstruction, improvement, repair and maintenance of certain roadways within and under the jurisdiction of the CITY; and

NOW, THEREFORE, in consideration of the covenants herein, it is mutually understood and agreed as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is for the CITY to assume responsibility for maintenance, and ultimately, subject to the provisions of SECTION 4, for the reconstruction and improvement of the CITY Multi-Use Path designated in Exhibit "A and B", which is attached hereto and incorporated herein by reference as part of this Agreement. It is the intent of the parties that the CITY assume maintenance responsibility for the Multi-Use Path designated in Exhibit "A and B" upon execution of this Agreement at such time in the future as agreed to by the parties.

SECTION 2. DURATION

The mutual duties and obligations created by this Agreement shall commence on the date first mentioned above as to those Multi-Use Path designated on Exhibit "A and B" and shall remain in full force and effect until terminated by either party in accordance with the provisions of SECTION 5. Termination.

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SECTION 3. RESPONSIBILITIES AND OBLIGATIONS OF PARTIES

The parties agree as follows:

A. STATE agrees:

- (i) To maintain the title and interest of the highway right-of-way easement conveyed by BLM that the Multi-Use Path will occupy as designated in Exhibit "A and B".
- (ii) To provide a Revocable Occupancy Permit(s) sufficient to allow CITY to construct, improve, repair and maintain a Multi-Use Path that the CITY will construct as designated in Exhibit "A and B".
- (iii) To support the dedication of SNPLMA funds for the improvement of Multi-Use Path as described in Exhibit "A and B".
- (iv) To support the project and the amendment of the R.&P.P. Lease with the Bureau of Land Management the title and interest of the CITY for the Multi-Use Path designated in Exhibit "A and B" reserving unto itself the easement interests sufficient to allow CITY to maintain the Multi-Use Path while at the same time the STATE to maintain the right-of-way.

B. CITY agrees:

- (i) To assume the responsibility for construction, improvement, repair and maintenance for the Multi-Use Path designated in Exhibit "A and B" as the STATE's Revocable Occupancy Permit is received, except that the assumption of said responsibility will be undertaken in logical segment as determined by the CITY.
- (ii) To give notice to the STATE of the Multi-Use Path segments for which the responsibility for the construction, improvement, repair and maintenance has been assumed by the CITY until such time as said responsibility has been assumed for all Multi-Use Path designated in Exhibit "A and B".
- (iii) To be responsible for the portions of the Multi-Use Path designated in Exhibit "A and B" as follows:
 - (i) Improved Multi-Use Path shall be from five (5') feet beyond edge of asphalt or concrete;
 - (ii) Multi-Use Path lighting, signage and future landscapingBy the provision, CITY does not assume responsibility for sidewalks, landscaping, fencing, lighting, signalization or other non-Multi-Use Path related activity, regardless of the BLM's ownership of the underlying property, which activities shall remain the sole responsibility of the STATE.

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- (iv) To administer and assume all costs, except as otherwise provided by the Agreement, associated with the construction, improvement, repair and maintenance of the Multi-Use Path designated in Exhibit "A and B".
- (v) To defend and bear all costs of litigation which alleges an adverse interest to that of the STATE in the Multi-Use Path allowed pursuant to the permit from the STATE to the CITY including the cost of any award stemming from said litigation.
- (vi) To continue maintenance of the Multi-Use Path designated in Exhibit "A and B" until such time as agreed to by the parties that the aforementioned responsibilities are to be assumed by the STATE.

SECTION 4. CONSIDERATION

It is anticipated by the parties that the only funds to so dedicated to the reconstruction and improvements of the Multi-Use Path designated Exhibit "A and B" will be SNPLMA Funds. It is mutually understood that all costs associated with brining the Multi-Use Path designated in Exhibit "A and B" in compliance with urban standards will be borne by the CITY. No STATE funds are available for upgrading the aforementioned Multi Use Path.

SECTION 5. TERMINATION

This Agreement may be terminated, or partially terminated, by (i) either party giving sixty (60) days notice to the other party of its intent to so terminate this Agreement, in which event this Agreement shall cease to be effective an in force between the parties sixty (60) days from the date that the notice is deposited with the United States Postal Service, or (ii) pursuant to statutory procedures available to STATE with regard to State highways.

SECTION 6. NOTICE

Any Notice referred to in this Agreement contemplates written notice. Said written notice shall be directed to the parties at the following addresses:

Director
Department of Transportation
1263 South Stewart Street
Carson City, Nevada 89712

City Manager
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

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SECTION 7. FULL AGREEMENT

The provisions herein constitute the full agreement of the parties and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

SECTION 8. NO THIRD PARTY BENEFICIARY

It is not intended by any of the provisions of this Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to the Agreement to maintain a suit for personal injuries.

FOR DEPARTMENT: Jeff Fontaine, P.E., Director
 Attn: Rudy Malfabon, P.E.
 Deputy Director, Southern Nevada
 Nevada Department of Transportation
 123 E. Washington Avenue
 Las Vegas, NV 89101
 Phone Number: (702) 385-6506
 Fax Number: (702) 385-6511
 E-mail Address: rmalfabon@dot.state.nv.us

FOR CITY: Charles Kajkowski, Jr. P.E., Director of Public Works
 Attn: David N. Bowers, P.E.
 Engineering Program Manager
 City of Las Vegas Department of Public Works
 City Hall
 400 East Stewart
 Las Vegas, NV 89101
 Phone Number: (702) 229-2324
 Fax Number: (702) 464-5763
 E-mail Address: dbowers@lasvegasnevada.gov

This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof.

Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and

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signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF LAS VEGAS

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Oscar B. Goodman
Mayor, City of Las Vegas

Jeff Fontaine, P.E.
Director

Attest:

Reviewed:

Barbara Jo Ronemus
City Clerk

Rudy Malfabon, P.E.
Deputy Director

Approved as to Form:

Recommended:

Thomas R. Green 12/14/06
Thomas R. Green, Esq.
Deputy City Attorney

Mary A. Martini, P.E.
District 1 Engineer

Recommended:

Heidi A. Mireles
Chief Right-of-Way Agent

Approved as to Legality & Form:

Deputy Attorney General

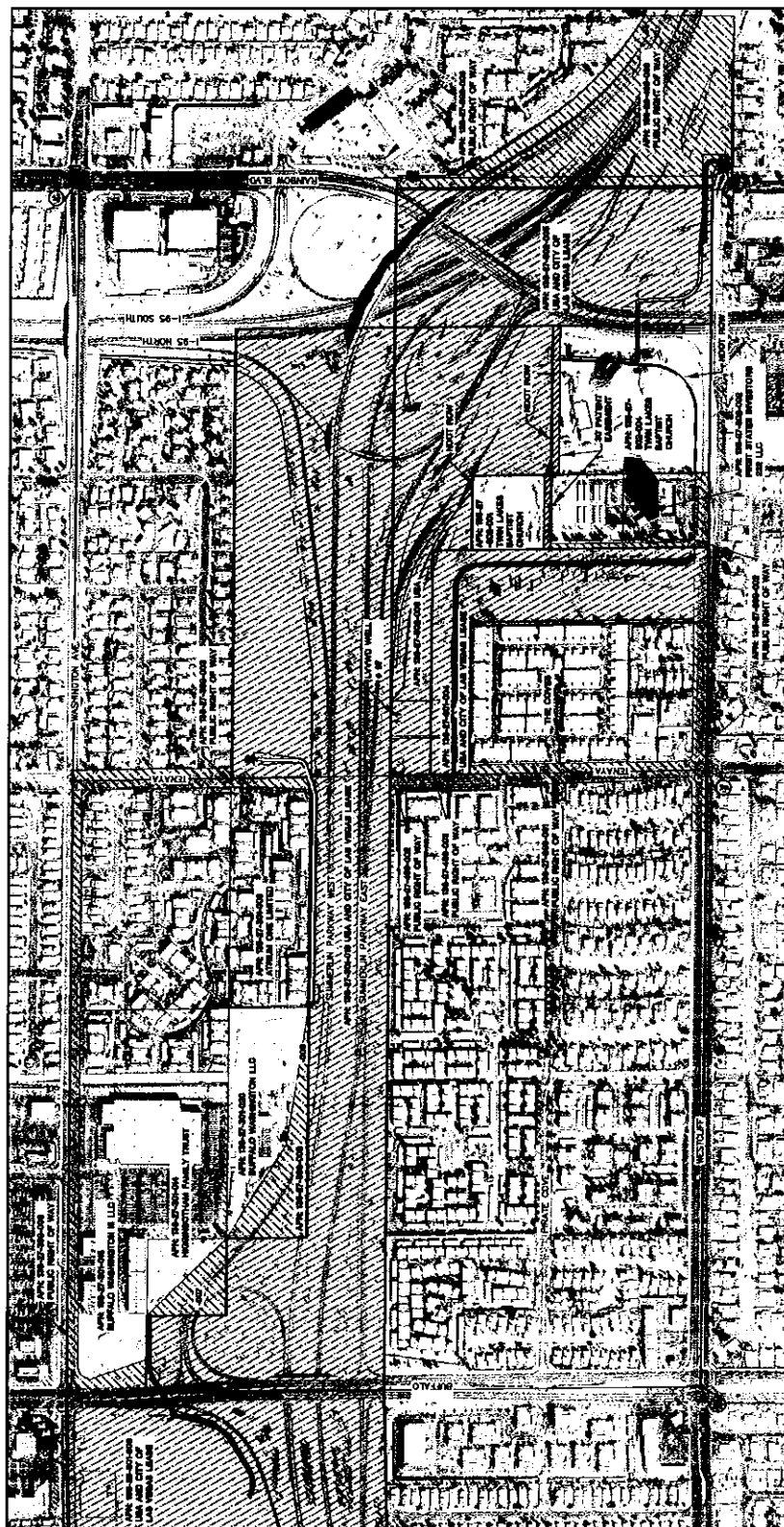
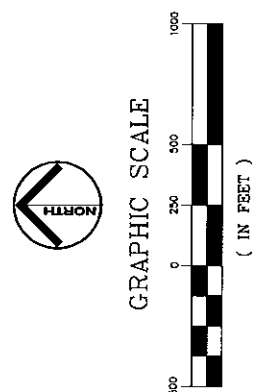
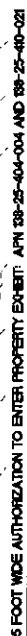
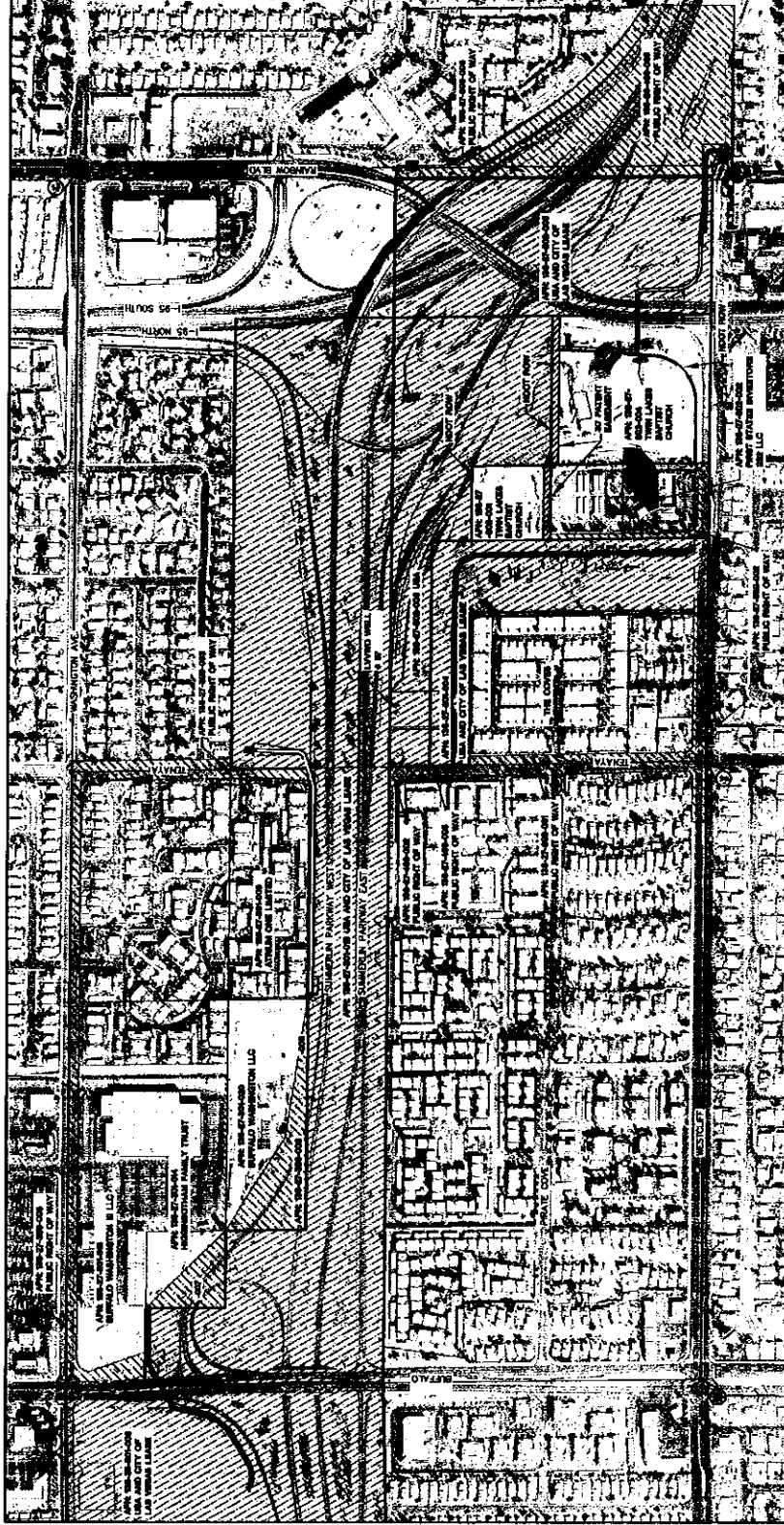


EXHIBIT A: BONANZA TRAIL PHASE I RIGHT OF WAY
OCTOBER 2006



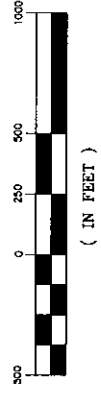


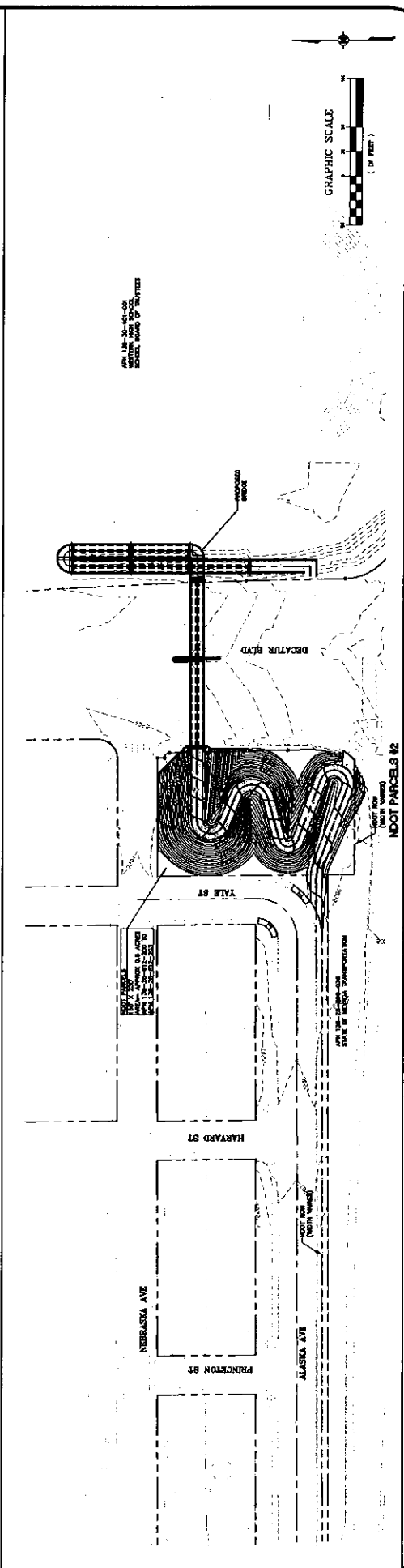
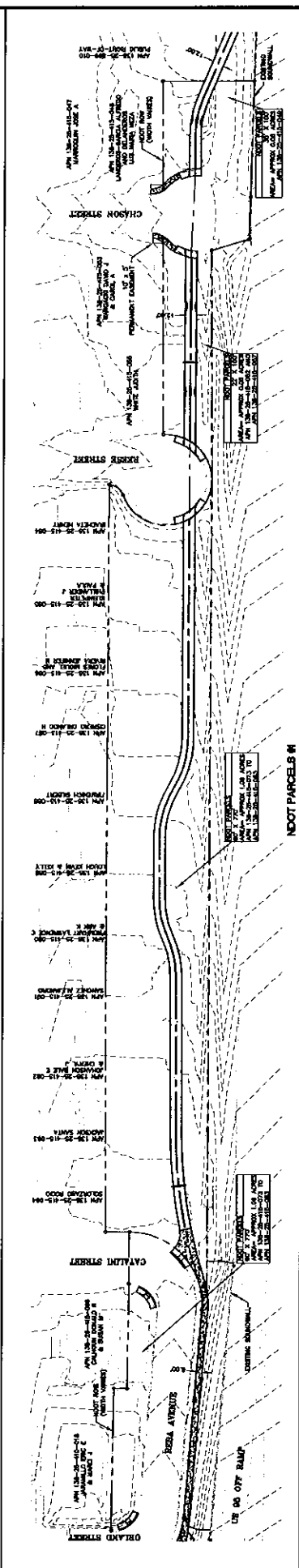
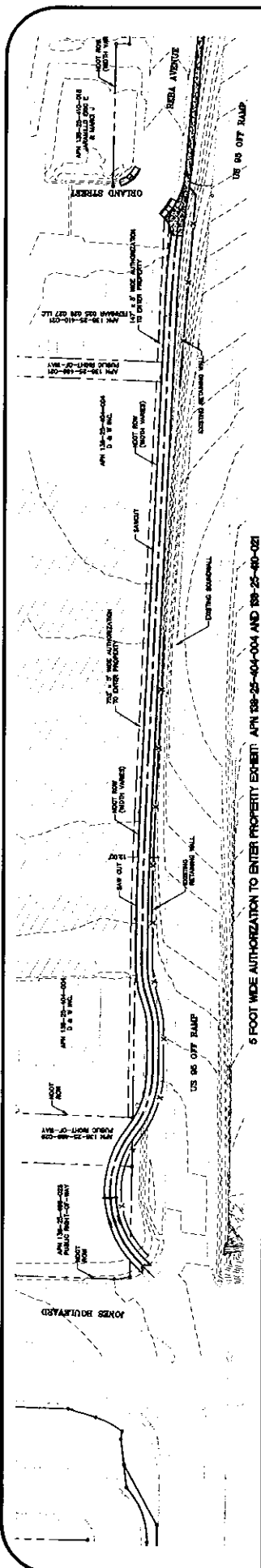


**EXHIBIT A: BONANZA TRAIL PHASE I RIGHT OF WAY
OCTOBER 2006**

- LEGEND**
- PUBLIC RIGHT OF WAY
 - ROOT RIGHT OF WAY
 - USA AND CITY OF LAS VEGAS LEASE
 - 30' PATENT EASEMENT
 - BONANZA TRAIL (1/2 PATH)
 - HIGHWAY POWER EASEMENT

GRAPHIC SCALE





BONANZA TRAIL PHASE 2 - EXHIBIT B

